



12-06-06

IPW/8
K.C.

Express Mail No: EV 873 271 765 US
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Julia M. Volpe et al.

Confirmation No.: 4432

Application No.: 10/551,043

Art Unit: Not Yet Assigned

Filed: September 27, 2005

Examiner: Not Yet Assigned

For: A PACKAGE DEVICE

Docket No.: W7115.0060

PETITION TO CORRECT INVENTORSHIP UNDER 37 C.F.R. § 1.48(a)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

12/07/2006 BABRAHA1 00000044 10551043
01 FC:1464 130.00 DP

Dear Sir:

Applicants hereby petition to correct the inventorship of the above-identified application under 37 C.F.R. § 1.48(a) by deleting Ms. Judi A. Alexander as an inventor of this application.

As required by 37 C.F.R. § 1.48(a), applicants hereby attach the following:


- (1) A statement from Judi A. Alexander that the error in inventorship occurred without deceptive intent on her part;
- (2) A declaration executed by Julia M. Volpe under 37 C.F.R. § 1.63;
- (3) Written Consent of Assignee to Change of Inventorship in Patent Application Under 37 C.F.R. §§ 1.48 and 3.73(b);
- (4) Assignment by Julia M. Volpe and Assignment Recordation Cover Sheet filed concurrently; and

(5) Processing fee set forth in 37 C.F.R. §§ 1.48(a)(4) and 1.17(i).

The Director is authorized to charge any charges or credits to the deposit account No. 50-2215, under Order No. W7115.0060.

Respectfully submitted,

Dated: December 4, 2006

By  (40,414)
Hua Gao Reg. No.: 40,414
DICKSTEIN SHAPIRO LLP
1177 Avenue of the Americas
New York, New York 10036
(212) 277-6500
Attorney for Applicant



(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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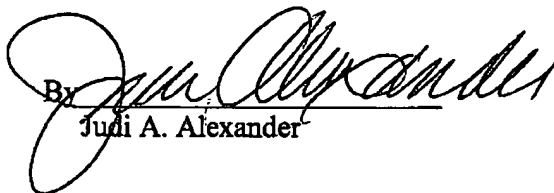
STATEMENT OF JUDI A. ALEXANDER

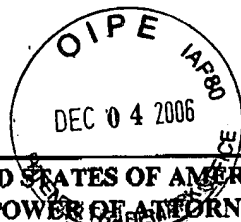
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

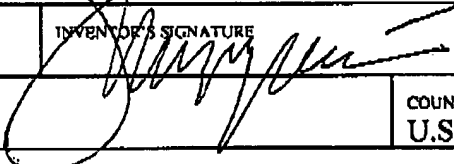
Dear Sir:

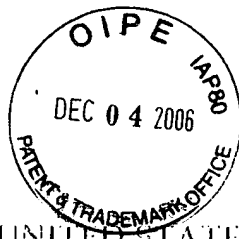
The inventorship error of including Judi A. Alexander as an inventor of the above-identified patent application occurred without any deceptive intention on my part.

Dated: December 4, 2006

By 
Judi A. Alexander



UNITED STATES OF AMERICA COMBINED DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION			FILE NO. W7115.0060
<p>As a below named inventor, I hereby declare that: my residence, post office address and citizenship are as stated below next to my name: that I verily believe that I am the original, first and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are named) of the subject matter which is claimed and for which a patent is sought on the invention entitled:</p> <p>A PACKAGING DEVICE the specification of which is attached hereto, unless the following box is checked: was filed on <u>September 27, 2005</u> as United States patent Application Number or PCT International patent application number <u>10/551,043</u>.</p> <p>I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.</p> <p>I acknowledge the duty to disclose all information known to be material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56.</p> <p>I hereby claim priority benefits under Title 35, United States Code §119 of any foreign application(s) for patent or inventor's certificate or United States provisional application(s) listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:</p> <p>Prior Foreign or Provisional Application(s)</p>			
COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 U.S.C. § 119
U.S.A.	60/458,001	27 March 2003	Yes
<p>I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.</p>			
UNITED STATES APPLICATION NUMBER	DATE OF FILING (day, month, year)	STATUS (patented, pending, abandoned)	
PCT/US04/09429	29 March 2004	pending	
<p>I hereby appoint customer no. 32172 DICKSTEIN, SHAPIRO, MORIN & OSHINSKY, LLP, and the members of the firm, Edward A. Meilman, Reg. No. 24,735, Gary M. Hoffman, Reg. No. 26,411, Steven J. Weishard, Reg. No. 27,409, Thomas J. D'Amico, Reg. No. 28,371, Donald A. Gregory, Reg. No. 28,954, Stephen A. Soffen, Reg. No. 31,063, James W. Brady, Jr., Reg. No. 32,115, Jon D. Grossman, Reg. No. 32,699, Mark J. Thurston, Reg. No. 33,082, Michael J. Scheer, Reg. No. 34,425, Charles E. Miller, Reg. No. 24,576, Keith D. Nowak, Reg. 27,367 and Eric Oliver, Reg. No. 35,307, as attorneys with full power of substitution and revocation to prosecute this application, to transact all business in the Patent & Trademark Office connected therewith and to receive all correspondence.</p> <p>SEND CORRESPONDENCE TO: DICKSTEIN, SHAPIRO, MORIN & OSHINSKY, LLP 1177 Avenue of the Americas, 41st Floor New York, NY 10036-2714</p> <p>DIRECT TELEPHONE CALLS TO: (212) 835-1400</p> <p>I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.</p>			
FULL NAME OF SOLE OR FIRST INVENTOR Julia M. Volpe		INVENTOR'S SIGNATURE 	DATE OCT 5, 2006
RESIDENCE (City and either State or Foreign Country) New York, New York, U.S.A.		COUNTRY OF CITIZENSHIP U.S.A.	
POST OFFICE ADDRESS 408 W. 57 Street, Apt. 7-I, New York, NY 10019, U.S.A.			



(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Julia M. Volpe et al.

Confirmation No.: 4432

Application No.: 10/551,043

Art Unit: Not Yet Assigned

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For: A PACKAGE DEVICE

Docket No.: W7115.0060

**CONSENT OF ASSIGNEE TO CHANGE OF INVENTORSHIP
IN PATENT APPLICATION PURSUANT TO 37 C.F.R. §§ 1.48 AND 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

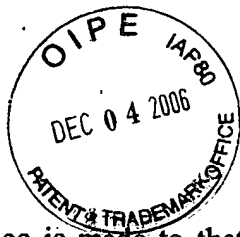
Pursuant to 37 C.F.R. §§ 1.48 and 3.73(b), WP IP, LLC, a Nevada corporation, hereby states that it is the assignee of the entire right, title and interest in the above-identified patent application, by virtue of the sale of WestPoint Stevens Inc. to WestPoint Home, Inc., and an inter-company assignment from WestPoint Home, Inc. to its wholly owned subsidiary WP IP, LLC and by virtue of a chain of title from the original named inventor to the current assignee, as shown in the attached:

1. **Bill Of Sale**, between WestPoint Stevens Inc., et al. and WestPoint Home, Inc.;
2. **Inter-Company Assignment And Assumption Agreement** between WestPoint Home, Inc. and its wholly owned subsidiary WP IP, LLC, et al.; and
3. **Assignment** from Julia M. Volpe to WP IP, LLC filed concurrently herewith.

WP IP, LLC, hereby consents to the change of inventorship in the subject patent application, deleting Judi A. Alexander as a co-inventor, as requested in the accompanying papers. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Dated: December 4, 2006

By Donna Edrill
Name of Officer: Donna Edrill
Title: General Counsel
Assignee: WP IP, LLC



BILL OF SALE

Reference is made to that certain (i) Asset Purchase Agreement, dated as of June 23, 2005 (the "APA"), by and among WestPoint Stevens Inc., WestPoint Stevens Inc. I, WestPoint Stevens Stores Inc., (the foregoing parties, collectively the "Sellers" or the "Assignors"), J.P. Stevens Enterprises Inc., WS Textile Co., Inc. (n/k/a "WestPoint International, Inc."), New Textile One, Inc. (n/k/a "WP One, Inc."), New Textile Two, Inc. (n/k/a "WP Two, Inc.") and Textile Co., Inc. (n/k/a "WestPoint Home, Inc." and hereinafter "Assignee"), (ii) Inter-Company Assignment and Assumption Agreement, of even date herewith, by and among Assignee and its permitted assignees under the APA that are party thereto (the "Permitted Assignees"), pursuant to which, and subject to the terms thereof, Assignee assigned to the Permitted Assignees certain of its rights under the APA, including all of its right, title and interest to acquire certain of the Purchased Assets, and the Permitted Assignees agreed to assume the Assumed Liabilities related thereto, in each case as more particularly set forth therein, (iii) Assignment and Assumption Agreement (the "Real Property Lease Assignment"), of even date herewith, by and among Assignors, WP Stores, LLC ("WP Stores"), and WP Property Holdings II, LLC (together with WP Stores, "Real Property Lease Assignees"), pursuant to which, and subject to the terms thereof, Assignors assigned to each of the Real Property Lease Assignees all of their right, title and interest under certain Real Property Leases included in the Purchased Assets (the "Real Property Leases") together with all right, title and interest of Assignors, if any, in and to all improvements, fixtures and other appurtenances thereto and rights in respect thereof, and the Real Property Assignees assumed the Assumed Liabilities related thereto, (iv) Assignment and Assumption Agreement (the "IP Assignment"), of even date herewith, by and among Assignors and WP IP, LLC ("WP IP"), pursuant to which and subject to the terms thereof, Assignors assigned to WP IP all of their right, title and interest under or relating to Contracts that are Intellectual Property Licenses included in the Purchased Assets (the "IP Contracts"), and WP IP assumed the Assumed Liabilities related thereto, and (v) Assignment and Assumption Agreement (the "Contract Assignment"), of even date herewith, by and among Assignors and Assignee, pursuant to which, and subject to the terms thereof, Assignors assigned to Assignee all of their right, title and interest under or relating to all Easements (as defined therein) and Contracts included in the Purchased Assets other than the Real Property Leases and the IP Contracts, and Assignee assumed the Assumed Liabilities related thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the APA.

In consideration of the items being provided to Assignors or to their creditors on their behalf pursuant to the APA, Assignors hereby absolutely assign, transfer and convey to Assignee, all of Assignors' right, title and interest in and to all of the Purchased Assets other than Purchased Assets conveyed pursuant to the Real Property Lease Assignment, the IP Assignment, the Contract Assignment and any other transfer or assignment document delivered pursuant to the consummation of the transactions contemplated by the APA (including all documentation effecting the transfer of Intellectual Property included in the Purchased Assets), in each case, free and clear of claims, interests, liens and encumbrances to the extent provided in the Order Authorizing Sale of Substantially All of the Sellers' Assets Free and Clear of Liens, Claims, Encumbrances and Interests, the Assumption of Certain Liabilities, Approval of Successful Bidder and Certain Related Matters, dated July 8, 2005, as amended by Errata Sheets, dated July 11, 2005.

Executed and Delivered this 8th day of August, 2005.

WESTPOINT STEVENS INC.

By: M. L. Fontenot
Name: M. L. "Chip" Fontenot
Title: President and Chief
Executive Officer

WESTPOINT STEVENS INC. I

By: Lester D. Sears
Name: Lester D. Sears
Title: President

WESTPOINT STEVENS STORES, INC.

By: Lester D. Sears
Name: Lester D. Sears
Title: Vice President

INTER-COMPANY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Inter-Company Assignment and Assumption Agreement made as of the ___th day of August, 2005 between WestPoint Home, Inc., f/k/a "Textile Co., Inc.", ("WestPoint Home") and the entities set forth on the signature page hereto (each a "Subsidiary", and collectively, the "Subsidiaries").

WHEREAS, WestPoint Home is party to that certain Asset Purchase Agreement (the "APA") dated as of June 23, 2005 by and among certain of its affiliates, WestPoint Stevens Inc., and certain affiliates thereof, pursuant to which WestPoint Home agreed to acquire the Purchased Assets (as defined in the APA);

WHEREAS, WestPoint Home desires to assign and transfer to the Subsidiaries certain of its rights under the APA (the "Subject Rights"), certain of its right, title, and interest to acquire certain of the Purchased Assets (the "Subject Assets") thereunder, and in each case, the obligations associated therewith, and the Subsidiaries desire to assume, discharge, and perform all of the obligations and liabilities of WestPoint Home under the APA, to the extent associated with such Subject Rights and/or Subject Assets;


NOW, THEREFORE, in consideration of the mutual promises made herein by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. WestPoint Home hereby assigns and transfers to each Subsidiary the Subject Rights and/or all of its right, title, and interest under the APA to acquire those Subject Assets, as applicable, set forth next to such Subsidiary's name on Schedule A attached hereto.
2. Each Subsidiary hereby assumes and agrees to discharge and perform all of the obligations and liabilities of WestPoint Home under the APA, to the extent associated with the Subject Rights and/or Subject Assets, as applicable, to be received by it pursuant hereto.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Inter-Company Assignment and Assumption Agreement as of the date first above written.

WESTPOINT HOME INC.

By: 
Name: Jon F. Weber
Title: President

**WP TRADEMARKS, LLC
WP IP, LLC
WP CANADA
WP PROPERTY HOLDINGS I, LLC
WP PROPERTY HOLDINGS II, LLC
WESTPOINT HOME STORES, LLC
WP PROPERTIES FAIRFAX MILL, LLC
WP PROPERTIES FAIRFAX OPERATIONS, LLC
WP PROPERTIES GREENVILLE, LLC
WP PROPERTIES OPELIKA, LLC
WP PROPERTIES LANIER/CARTER, LLC
WP PROPERTIES OPELIKA LOTS, LLC
WP PROPERTIES LAKEVIEW, LLC
WP PROPERTIES TRANSPORTATION
CENTER, LLC
WP PROPERTIES LANETT, LLC
WP PROPERTIES DIXIE, LLC
WP PROPERTIES DUNSON, LLC
WP PROPERTIES GRAPHICS, LLC
WP PROPERTIES LMP, LLC
WP PROPERTIES LUMBERTON, LLC
WP PROPERTIES ALAMANCE, LLC
WP PROPERTIES LONGVIEW, LLC
WP PROPERTIES WAGRAM, LLC
WP PROPERTIES CLEMSON, LLC
WP PROPERTIES DRAKES, LLC**

By: 
Name: Jon F. Weber
Title: President

Schedule A

<u>Subsidiary</u>	<u>Subject Assets or Subject Rights</u>
WP Trademarks, LLC	Trademarks "Utica", "Cottoncale" and "Pipeline"
WP IP, LLC	All intellectual property assets other than the three trademarks conveyed to WP Trademarks, LLC
WP Property Holdings I, LLC	All owned real property other than that conveyed to another Subsidiary hereunder
WP Property Holdings II, LLC	(i) All owned real property that, at the time of transfer, is leased to a third party; (ii) Leases for all leased real property other than those conveyed to WestPoint Home Stores, LLC, and all items of tangible personal property associated therewith
WestPoint Home Stores, LLC	Leases for all retail stores and all items of tangible personal property associated therewith
WP Canada, Inc.	All rights to hire and employ sales employees in Canada as set forth in Article IX of the APA
WP Properties Fairfax Mill, LLC	Fairfax Mill (a/k/a Fairfax Greige), located at 201 Boulevard, Valley, Alabama 36854
WP Properties Fairfax Operations, LLC	(i) Fairfax Finishing Plant, located at 1016 Martex Avenue, Valley, Alabama 36854; (ii) Towel Operations Building, located at 1001 Towel Avenue, Valley, Alabama 36854; (iii) Cotton Department, located at 401 Towel Avenue, Valley, Alabama 36854; (iv) Fairfax Distribution, located at 1135 Towel Avenue, Valley, Alabama 36854; and (v) Fairfax Fabricating, located at 1055 Towel Avenue, Valley, Alabama 36854
WP Properties Greenville, LLC	Greenville Plant, located at 591 Glendale Road, Greenville, Alabama 36037
WP Properties Opelika, LLC	(i) Opelika Mill, located at 2401 First Avenue, Opelika, Alabama 36801; (ii) Opelika Finishing Plant, located at 2401-B First Avenue, Opelika, Alabama 36801; (iii) Opelika Water Filter Plant, located at 2810 Pepperell Parkway, Opelika, Alabama 36801; and (iv) Grifftex Chemicals, located at 1900 Cunningham Drive, Opelika, Alabama 36801
WP Properties Lanier/Carter, LLC	Lanier Mill and Carter Mill, located at 525 Fob James Drive, Valley, Alabama 36854

WP Properties Opelika Lots, LLC	Certain parcels of excess land and residential lots north and west of Grifftex Chemicals in Opelika, Alabama
WP Properties Lakeview, LLC	Lakeview Camp, located behind Lanier and Carter Mills in Valley, Alabama
WP Properties Transportation Center, LLC	Transportation Center, located at 6211 Fairfax ByPass, Valley, Alabama 36854
WP Properties Lanett, LLC	Lanett Mill, located at 401 Gilmer Avenue, Lanett, Alabama 36863
WP Properties Dixie, LLC	Dixie Mill, located at 710 Greenville Street, LaGrange, GA 30240
WP Properties Dunson, LLC	Dunson Mill, located at 101 Fulton Street, located at LaGrange, Georgia 30240
WP Properties Graphics, LLC	WestPoint Stevens Graphics Building, 901 Third Avenue, West Point, Georgia 31833
WP Properties LMP, LLC	(i) Liebhardt Office, located at 9100 South County Road 800 W, Daleville Indiana 47334; (ii) Middletown Plant, located at 8984 West Street Road, 236 Middletown, Indiana 47356; and (iii) Pepperell Lodge, located at 14 Marston Road, Windham, Maine 04062
WP Properties Lumberton, LLC	Lumberton Mill Store, located at 14 Marston Road, Windham, Maine 04062
WP Properties Alamance, LLC	Alamance Center, including the truck terminal, located at 2516 Industry Drive, Burlington, North Carolina 27215
WP Properties Longview, LLC	Longview Plant, located at 3000 Second Avenue, NW, Hickory, North Carolina 28601
WP Properties Wagram, LLC	(i) Wagram Complex-Scotland Greige, located at 19320 Air Base Road, Wagram, North Carolina 28396; and (ii) Wagram complex-Bob Stevens, Finishing, Fabrication and Distribution, located at 19320 Air Base Road, Wagram North Carolina 28396
WP Properties Clemson, LLC	Clemson Complex (includes Greige, Fabricating, Finishing and Distribution), located at 500 West Cherry Road, Seneca, South Carolina 29631
WP Properties Drakes, LLC	Drakes Branch Plant, 635 WestPoint Stevens Road, Drakes Branch, Virginia 23937

Docket No. W7115.0060

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Julia M. Volpe (hereinafter referred to as Assignor), residing at 408 W. 57 Street, Apt. 7-I, New York, New York 10019, U.S.A.;

WHEREAS, Assignor has invented certain new and useful improvements in A **PACKAGING DEVICE**, set forth in International Patent Application No. PCT/US2004/009429 filed on March 29, 2004, which entered into the national stages in the United States on September 27, 2005 as U.S. Patent Application No. 10/551,043, in Canada on September 23, 2005 as Canadian Patent Application No. 2,520,196, and in Mexico on September 23, 2005 as Mexican Patent Application No. PA/a/2005/010182 (collectively "Patent Applications"); and

WHEREAS, WP IP, LLC, a Nevada Corporation, located at CSC Services of Nevada, Inc., 502 East John Street, Carson City, Nevada 89706, U.S.A. (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Patent Applications for Letters Patent of the United States, and in and to any Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Patent Applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the above-mentioned Patent Applications, and any and all Patents in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations, renewals and extensions of said Patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Patents may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and Patent Applications above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Patents and Patent Applications for Patents for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and

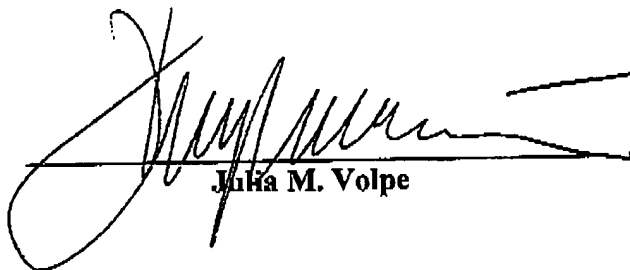
Docket No. W7115.0060

assigns, shall advise: that any proceeding in connection with said inventions, or said Patent Applications for Patent, or any proceeding in connection with any Patents or Patent Applications for Patents for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any Patent Applications for Patents, or any reissue, reexamination, renewal or extension of any Patents, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of the U.S. Patent and Trademark Office to issue a Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date:

Dec 3, 2006
Julia M. Volpe

United States of America)

State of) ss.:

County of)

On this _____ day of _____, _____, before me personally came Julia M. Volpe, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

Form **PTO-1595** (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET**
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Julia M. Volpe

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**2. Name and address of receiving party(ies)**Name: WP IP, LLC

Internal Address: _____

Street Address: _____

CSC Services of Nevada, Inc.
502 East John StreetCity: Carson CityState: NevadaCountry: United States of America Zip: 89706Additional name(s) & address(es) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s): December 4, 2006☒ Assignment ☐ Merger ☐ Change of Name☐ Security Agreement ☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____**4. Application or patent number(s):**

A. Patent Application No.(s)

10/551,043☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Charles E. Miller
DICKSTEIN SHAPIRO LLPInternal Address: Atty. Dkt.: W7115.0060Street Address: 1177 Avenue of the Americas
41st FloorCity: New YorkState: NY Zip: 10036-2714Phone Number: (212) 277-6559Fax Number: (212) 277-6501Email Address: MillerCharles@dicksteinshapiro.co**6. Total number of applications and patents involved:**1**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

- ☒ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☐ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers 1001Expiration Date 01/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:
Signature(40,414)December 4, 2006

Date

Hua Gao - 40,414

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3



Express Mail No: EV 873 271 765 US
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Julia M. Volpe et al.

Confirmation No.: 4432

Application No.: 10/551,043

Art Unit: Not Yet Assigned

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Examiner: Not Yet Assigned

For: A PACKAGE DEVICE

Docket No.: W7115.0060

**RESPONSE TO NOTIFICATION OF DEFECTIVE RESPONSE
AND NOTIFICATION OF MISSING REQUIREMENTS**

Commissioner for Patents
Alexandria, VA 22313-1450


Dear Sir:

In response to the USPTO Notification of Defective Response dated November 3, 2006 (copy attached), applicant respectfully submits a Petition To Correct Inventorship Under 37 C.F.R. § 1.48(a).

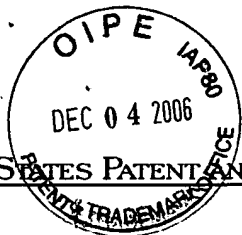
The Commissioner is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 50-2215, under Order No. W7115.0060.

Respectfully submitted,

Dated: December 4, 2006

By  (40,614)
Hua Gao Reg. No.: 40,414
DICKSTEIN SHAPIRO, LLP
1177 Avenue of the Americas
New York, New York 10036
(212) 277-6500

Enclosures



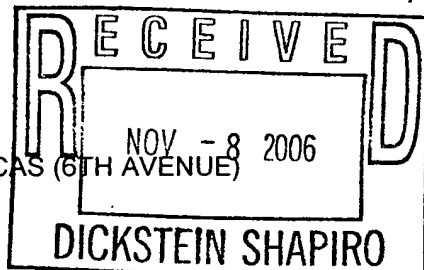
UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office
 Address: COMMISSIONER FOR PATENTS
 P.O. Box 1450
 Alexandria, Virginia 22313-1450
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U.S. APPLICATION NUMBER NO.	FIRST NAMED APPLICANT	ATTY. DOCKET NO.
10/551,043	Julia M Volpe	W7116.0060

32172

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INTERNATIONAL APPLICATION NO.

PCT/US04/09429

I.A. FILING DATE

PRIORITY DATE

03/29/2004

03/27/2003

CONFIRMATION NO. 4432

371 FORMALITIES LETTER



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Date Mailed: 11/03/2006

NOTIFICATION OF DEFECTIVE RESPONSE

The following items have been submitted by the applicant or the IB to the United States Patent and Trademark Office as a Designated / Elected Office (37 CFR 1.495)

- Priority Document
- Copy of the International Application filed on 09/27/2005
- Copy of the International Search Report filed on 09/27/2005
- Preliminary Amendments filed on 09/27/2005
- Oath or Declaration filed on 10/05/2006
- U.S. Basic National Fees filed on 09/27/2005
- Priority Documents filed on 09/27/2005
- Power of Attorney filed on 09/27/2005
- Specification filed on 09/27/2005
- Claims filed on 09/27/2005
- Abstracts filed on 09/27/2005
- Drawings filed on 09/27/2005

DSMO FILE NO. W7115.0060DUE: 3 DEC 2006

S/L: _____

ENTERED BY: HAATTY: COM/HK4/FRANK

Applicant's response filed 10/05/2006 is hereby acknowledged. The following requirements set forth in the NOTIFICATION of MISSING REQUIREMENTS mailed 06/05/2006 have not been completed.

The following items **MUST** be furnished within the period set forth below in order to complete the requirements for acceptance under 35 U.S.C. 371:

- Oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the International application number and international filing date. The current oath or declaration does not comply with 37 CFR 1.497(a) and (b) in that it:
 - is not executed in accordance with either 37 CFR 1.66 or 37 CFR 1.68.
 - Information missing for Inventor Judi A. Alexander.

Applicant is required to complete the response within a time limit of ONE MONTH from the date of this Notification or within the time remaining in the response set forth in the Notification of Missing Requirements, whichever is the longer. No extension of this time limit may be granted under 37 CFR

1.136, but the period for response set in the Notification of Missing Requirements may be extended under 37 CFR 1.136(a).

Applicant is reminded that any communications to the United States Patent and Trademark Office must be mailed to the address given in the heading and include the U.S. application no. shown above (37 CFR 1.5)

Registered users of EFS-Web may alternatively submit their reply to this notice via EFS-Web.
<https://sportal.uspto.gov/authenticate/AuthenticateUserLocalEPF.html>

For more information about EFS-Web please call the USPTO Electronic Business Center at **1-866-217-9197** or visit our website at <http://www.uspto.gov/ebc>.

If you are not using EFS-Web to submit your reply, you must include a copy of this notice.

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PART 1 - ATTORNEY/APPLICANT COPY

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